

## **OHIO AND INDIANA RECIPROCITY AGREEMENTS**

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**ACTION**  
**Agenda Item H-3**  
**May 21, 2001**

### **Recommendation**

- The staff recommends that the council approve reciprocity agreements between Kentucky and Ohio as presented in Attachment A.
- The staff also recommends that the council approve the addition of Washington County, Indiana, and Jefferson Technical College and Owensboro Technical College to the existing Kentucky and Indiana reciprocity agreement (see Attachment B).

### **Background**

#### Kentucky and Ohio Reciprocity Agreement

Reciprocity agreements between Kentucky and Ohio, which expire June 30, 2001, expand education opportunities in the Cincinnati area. Participating institutions include Northern Kentucky University and the University of Cincinnati, Cincinnati State Technical and Community College, Southern State Community College in Ohio. (Northern Kentucky Community and Technical College, to open fall 2002, may be added.)

NKU representatives met with representatives from the Ohio institutions April 30. The institutions submitted the revised, one-year undergraduate and graduate agreements for approval. (Proposed changes are in bold in Attachment A.)

Fall 2000 enrollment shows that 655 Kentucky students attended the Ohio institutions while 600 Ohio students attended Northern Kentucky University. Fall 1996 through fall 2000 enrollment data for the participating institutions are shown in Appendix A-1. Fall 2000 enrollment data by county for each participating institution are included in Appendix A-2.

#### Indiana and Kentucky Reciprocity Agreement

The council staff has received a request from the Indiana Commission for Higher Education to add Washington County to the counties served by the University of Louisville and Jefferson Community College. The staff also recommends that Jefferson Technical College and Owensboro Technical College be included. Jefferson Community College and Owensboro Community College already are. The Kentucky Community and Technical College System allows students from eligible Indiana counties to attend the two technical colleges at in-state rates. This action would recognize that practice. (Proposed changes are in bold in Attachment B.)

In fall 2000, 1,881 Kentucky students attended the participating Indiana institutions and 1,401 Indiana students went to those in Kentucky. Washington County should increase the number of Indiana students attending Kentucky institutions. Fall 1996 through fall 2000 enrollment data for the participating institutions are shown in Appendix B-1. Fall 2000 enrollment data by county for each participating institution are included in Appendix B-2.

UNDERGRADUATE TUITION RECIPROCITY AGREEMENT  
Cincinnati State Technical and Community College  
Southern State Community College  
Northern Kentucky University  
and  
University of Cincinnati

This Tuition Reciprocity Agreement is entered into between the Kentucky Council on Postsecondary Education and the Ohio Board of Regents, and the Cincinnati State Technical and Community College Board of Trustees, the Northern Kentucky University Board of Regents, the Southern State Community College Board of Trustees, and University of Cincinnati Board of Trustees, pursuant to provision of Section 3333.17 of the Ohio Revised Code and in compliance with rules and procedures of the aforementioned parties.

I. Purpose

The purposes of this Tuition Reciprocity Agreement are to continue to improve the educational opportunities available in the Greater Cincinnati Area and to minimize the cost of such improvements for the taxpayers and legislative bodies of both states by cooperative planning and joint educational effort. In addition to increasing student choice and enhancing the academic quality of the four participating institutions, this Tuition Reciprocity Agreement aims to minimize costly duplication of education programs, promote the maximum use of existing educational facilities, and address the increasing problems of enrollment fluctuation and fiscal constraints in the Greater Cincinnati Area.

II. Terms

1. Duration and Termination

**The provisions of this Agreement shall be effective beginning July 1, 2001, and shall continue until June 30, 2002.**

A review of this Agreement may occur from time to time at the request of any party hereto, provided, all parties to this Agreement are served with written notice of such request at least ninety (90) days prior to said review.

This Agreement may be terminated by any of the four participating institutions, the Ohio Board of Regents, or the Kentucky Council on Postsecondary Education on June 30 of any year, with at least ninety (90) days prior written notice to each of the parties to this agreement.

2. Kentucky Residents Eligibility/Excluded Ohio Programs

The University of Cincinnati agrees to accept at Ohio resident tuition rates at its two-year colleges (Clermont College, College of Evening and Continuing Education, Ohio College of Applied Science, Raymond Walters College, and University College), and Cincinnati State Technical and Community College and Southern State Community College agree to accept at Ohio resident tuition rates, any resident of Bracken, Boone, Campbell, Carroll, Gallatin, Grant, Kenton, and Pendleton Counties of Kentucky who enrolls and who satisfies all regular admission requirements (including those requirements of the specific program in which admission is sought) at the University of Cincinnati or at Cincinnati State Technical and Community College or at Southern State Community College in the associate-level programs not specifically excluded from this agreement.

Majors and/or programs at the University of Cincinnati and Cincinnati State Technical and Community College, and Southern State Community College which are excluded from this Agreement are the following two-year programs otherwise offered at Northern Kentucky University:

- (1) Clermont College: Aviation Technology, Human/Social Services Technology, and Criminal Justice Technology
- (2) College of Evening and Continuing Education: no exclusions
- (3) College of Applied Science: no exclusions
- (4) Raymond Walters: Nursing-RN Technology and Radiological Technology
- (5) University College: Social Services Technology and Criminal Justice Technology
- (6) Cincinnati State Technical and Community College: Nursing and Respiratory Therapy
- (7) Southern State Community College: Nursing

Any program listed above as excluded may, by the joint written consent of the presidents of all four institutions, be included in this Agreement.

**In conformance with the limitations set forth in the bullet below, the baccalaureate degree program of the University of Cincinnati subject to provisions of this Agreement is the Honors PLUS program in the College of Business.**

- **Reciprocity for the Honors PLUS program at the University of Cincinnati is limited to residents of the eligible northern Kentucky counties with a cap of twenty-five (25) students in courses at any one time.**

3. Ohio Residents Eligibility/Excluded Kentucky Programs

Northern Kentucky University agrees to accept at Kentucky resident tuition rates any resident of Brown, Butler, Clermont, Hamilton, and Warren Counties of Ohio with an associate degree from the University of Cincinnati or from Cincinnati State Technical and Community College or from Southern State Community College, who enrolls and who satisfies all regular transfer admissions requirements (including those requirements of the specific program in which admission is sought) in University baccalaureate degree programs not specifically excluded from this agreement. The majors at Northern Kentucky University excluded from this agreement are Early Childhood Education, **Environmental Science**, Nursing, Social Work, and Justice Studies.

Any program listed above as excluded may, by the joint written consent of the presidents of all four institutions, be included in this agreement.

**In conformance with the limitations set forth in the bullet below, the baccalaureate degree program of Northern Kentucky University subject to provisions of this Agreement is the Business Administration program in the College of Business.**

- **Reciprocity for the Business Administration program at Northern Kentucky University is limited to residents of the eligible Ohio counties with a cap of twenty-five (25) students in courses at any one time.**

4. Any undergraduate program may, by the joint written consent of the presidents of all four institutions, be included in this agreement. In this context, the word “program” may mean an associate degree program or a baccalaureate degree program.

5. New Programs

- a. If any of University of Cincinnati or Cincinnati State Technical and Community College or Southern State Community College initiates a new associate degree program during the period of this agreement, the initiating institution must notify the President of Northern Kentucky University within thirty (30) days of approval of the associate degree program by the Ohio Board of Regents. Northern Kentucky will then have thirty (30) days to notify the Presidents of the University of Cincinnati and Cincinnati State Technical and Community College, and Southern State Community College of whether to exclude that program from those available at Ohio resident tuition rates to residents of Bracken, Boone, Campbell, Carroll, Gallatin, Grant, Kenton, and Pendleton Counties.

If no exclusion is exercised by Northern Kentucky University within thirty (30) days of the receipt of notification, then the new program will be included.

- b. If Northern Kentucky University initiates a new baccalaureate program during the period of this agreement, Northern Kentucky University must notify the Presidents of the University of Cincinnati and Cincinnati State Technical and Community College, and Southern State Community College within thirty (30) days of approval of the Baccalaureate Program by the Kentucky Council on Postsecondary Education. The University of Cincinnati and Cincinnati State Technical and Community College, and Southern State Community College will then have thirty (30) days to notify the President of Northern Kentucky University of whether to exclude that program from those available at Kentucky resident tuition rates to residents of Brown, Butler, Clermont, Hamilton, and Warren Counties. If no exclusion is exercised by any of the University of Cincinnati, Cincinnati State Technical and Community College and Southern State Community College within thirty (30) days of the receipt of

notification, then the new program will be included.

- c. In order to timely provide information to students about the applicability of this reciprocity agreement to new degree programs, written permission to include or exclude new programs in this agreement may be granted by the institutions as in Provisions 4a and 4b above, prior to, but contingent upon, approval of the new programs by the Kentucky Council on Postsecondary Education or the Ohio Board of Regents, as appropriate.

6. Resident Status

- a. During the period of this agreement, the Ohio Board of Regents will consider residents of Bracken, Boone, Campbell, Carroll, Gallatin, Grant, Kenton, and Pendleton Counties, who attend the University of Cincinnati or Cincinnati State Technical and Community College, or Southern State Community College under this agreement as qualifying for resident Ohio tuition, and as Ohio residents for the purpose of allocating funds to the University of Cincinnati and Cincinnati State Technical and Community College, and Southern State Community College.
- b. During the period of this agreement, the Kentucky Council on Postsecondary Education will consider residents of Brown, Butler, Clermont, Hamilton, and Warren Counties, who attend Northern Kentucky University under this agreement as qualifying for resident Kentucky tuition, and as Kentucky residents for the purpose of allocating funds to Northern Kentucky University.

7. Continued Eligibility

Once enrolled as a reciprocity student, each student demonstrating satisfactory academic performance under already existing standards and criteria of their institution, will continue to receive reciprocity benefits under this agreement through graduation for the degree in which enrolled, as long as a reciprocity agreement exists. Student participation is subject to the terms and conditions of the reciprocity agreement in effect at the time of initial enrollment, and, in the event of termination, each student will be informed by the enrolling institution of his/her future status and will be permitted, so long as attendance is

continuous, to attend at resident rates for a period of three years beyond the termination date.

8. Notice, Application and Waiver

The availability of resident tuition rates under this agreement shall be advertised to applicants and/or to students of Northern Kentucky University, Cincinnati State Technical and Community College, Southern State Community College or the University of Cincinnati by any means deemed appropriate by those institutions.

All students who want to receive resident tuition rates under this agreement must apply for such rates at the institution where they plan to enroll.

Failure to so apply in the manner required by each institution and in advance of enrollment will constitute a waiver of all rights under the terms of this agreement for the quarter or semester of enrollment and any preceding quarter or semester of enrollment for which no application was made. Each institution will develop a process for applicants to use in order to apply for resident tuition rates under this agreement.

These processes will be written and shared with each institution as well as with the Ohio Board of Regents and the Kentucky Council on Postsecondary Education. The process will also be made available to all potential applicants upon request.

9. Annual Report

By June 30 of each year, Cincinnati State Technical and Community College, Northern Kentucky University, Southern State Community College and the University of Cincinnati agree to provide annual reports to the Kentucky Council on Postsecondary Education and the Ohio Board of Regents on the enrollment and fiscal implications of the Agreement on forms prescribed for the purpose by those state agencies.



**III. Ohio Controlling Board Approval**

This agreement is not effective unless and until approved by the State of Ohio Controlling Board pursuant to Section 3333.17 of the Ohio Revised Code.

\_\_\_\_\_  
Gordon K. Davies, President  
Kentucky Council on Postsecondary Education

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Roderick G.W. Chu, Chancellor  
Ohio Board of Regents

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Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
James C. Votruba, President  
Northern Kentucky University

\_\_\_\_\_  
Ron D. Wright, President  
Cincinnati State Technical and  
Community College

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Joseph A. Steger, President  
University of Cincinnati

\_\_\_\_\_  
Lawrence M. Dukes  
Southern State Community College

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

GRADUATE TUITION RECIPROCITY AGREEMENT  
University of Cincinnati  
and  
Northern Kentucky University

This tuition reciprocity agreement is entered into between the Kentucky Council on Postsecondary Education and the Ohio Board of Regents, and by Northern Kentucky University Board of Trustees and the University of Cincinnati Board of Trustees pursuant to provisions of Section 3333.17 of the Ohio Revised Code and in compliance with rules and procedures of the aforementioned parties.

I. Purpose

The purposes of this Tuition Reciprocity Agreement are to continue to improve the graduate educational opportunities and to minimize the cost of such improvements for the taxpayers and legislative bodies of both states by cooperative planning and joint educational effort. In addition to increasing graduate student choice and enhancing the academic quality of both participating institutions, this Tuition Reciprocity Agreement aims at minimizing costly duplication of graduate education programs, promoting the maximum use of existing educational facilities, and creatively addressing the increasing problems of enrollment fluctuation and fiscal constraints in the Greater Cincinnati Area.

II. Terms

1. Duration and Termination

**The provisions of this Agreement shall be effective beginning July 1, 2001, and shall continue until June 30, 2002.**

A review of this Agreement may occur from time to time at the request of any party hereto, provided all parties to this Agreement are served with written notice of such request at least ninety (90) days prior to said review.

## Attachment A

This Agreement may be terminated by either of the participating institutions, the Ohio Board of Regents, or the Kentucky Council on Postsecondary Education on June 30 of any year, with at least ninety (90) days prior written notice to each of the parties to this agreement.

### 2. Kentucky Residents Eligibility/Ohio Program

The University of Cincinnati agrees to accept at Ohio resident tuition rates any resident of Boone, Bracken, Campbell, Carroll, Gallatin, Grant, Kenton, and Pendleton Counties of Kentucky who enrolls and who satisfies all regular graduate admissions requirements (including those requirements of the specific program in which admission is being sought) at the University of Cincinnati in graduate degree programs not specifically excluded from this Agreement.

Degree programs at the University of Cincinnati which are excluded from this Agreement are the Ed.D., M.S.N., M.S.W. and M.D. All certificate programs at the University of Cincinnati are excluded from this agreement.

In conformance with the limitations set forth in the bullet below, degree programs of the University of Cincinnati which are subject to provisions of this Agreement are the Ph.D., D.Sc., D. Mus.Ed., M.Design, D. Musical Arts, M.S., M.B.A., M.Ed., M.M., M.F.A., M.P.A., M.A.T., M.C.P. (Division of Graduate Studies), and J.D. (College of Law).

Reciprocity for the M.Ed. at the University of Cincinnati is limited to residents of the eligible northern Kentucky counties who are employed as full-time K-12 teachers in Ohio, and no more than 25 such individuals may receive reciprocity at one time.

### 3. Ohio Residents Eligibility/Kentucky Programs

Northern Kentucky University agrees to accept at Kentucky resident tuition rates any resident of Brown, Butler, Clermont, Hamilton, and Warren Counties of Ohio who

## Attachment A

enrolls and who satisfies all regular graduate admissions requirements (including those requirements of the specific program in which admission is being sought) at Northern Kentucky University in graduate degree programs not specifically excluded from this Agreement.

The degree programs at Northern Kentucky University which are excluded from this agreement are the **M.S.I.S.**, M.S.N., M.S.W. (Graduate Center), and the Ed.D. in Administration and Supervision (Graduate Center). Except with the joint written consent of the Presidents of the University of Cincinnati and Northern Kentucky University, any program not currently offered through the NKU Graduate Center is also excluded from this Agreement. All certificate programs at Northern Kentucky University are excluded from this agreement.

In conformance with the limitations set forth in the bullets below, degree programs of Northern Kentucky University which are subject to provisions of this Agreement are the M.A. in Education, M.Acc., M.S., M.L.S. (Graduate Center), M.P.A., M.B.A., **M.S.I.S.** and J.D. (Chase College of Law).

N The Chase College of Law will extend tuition reciprocity to at least six (6) new law students each year unless that level of reciprocity would cause the total number of law students receiving reciprocity (including continuing students) to exceed twenty-five (25), in which case the number of new law students receiving reciprocity will be at least the difference between twenty-five (25) and the number of continuing students.

N Reciprocity for the M.A. in Education at Northern Kentucky University is limited to residents of the eligible Ohio counties who are employed as full-time K-12 teachers in Kentucky, and no more than twenty-five (25) such individuals may receive reciprocity at one time.

4. Resident Status

- a. During the period of this agreement, the Ohio Board of Regents will consider residents of Boone, Bracken, Campbell, Carroll, Gallatin, Grant, Kenton, and Pendleton Counties, who attend the University of Cincinnati under this agreement as qualifying for resident Ohio tuition, and as Ohio residents for the purpose of allocating funds to the University of Cincinnati.
- b. During the period of this agreement, the Kentucky Council on Postsecondary Education will consider residents of Brown, Butler, Clermont, Hamilton, and Warren Counties, who attend Northern Kentucky University under this agreement as qualifying for resident Kentucky tuition, and as Kentucky residents for the purpose of allocating funds to Northern Kentucky University.

5. Continued Eligibility

Once enrolled as a reciprocity student, each student demonstrating satisfactory academic performance under already existing graduate standards and criteria of their institution, will continue to receive reciprocity benefits under this agreement through graduation for the degree in which enrolled, as long as a reciprocity agreement exists. Student participation is subject to the terms and conditions of the reciprocity agreement in effect at the time of initial enrollment, and, in the event of termination, each student will be informed by the enrolling institution of his/her future status and will be permitted, so long as attendance is continuous, to attend at resident rates for a period of three years beyond the termination date.

6. Notice, Application, and Waiver

The availability of resident tuition rates under this agreement shall be advertised to applicants and/or to students of Northern Kentucky University and the University of Cincinnati by any means deemed appropriate by those institutions.

All students who want to receive resident tuition rates under this agreement must apply

for such rates at the institution where they plan to enroll.

Failure to so apply in the manner required by each institution and in advance of enrollment will constitute a waiver of all rights under the terms of this agreement for that quarter or semester of enrollment and any preceding quarter or semester of enrollment for which no application was made. Each institution will develop a process for applicants to use in order to apply for resident tuition rates under this agreement.

7. Annual Report

By June 30 of each year, Northern Kentucky University, and the University of Cincinnati agree to provide annual reports to the Kentucky Council on Postsecondary Education and the Ohio Board of Regents on the enrollment and fiscal implications of the Agreement on forms prescribed for the purpose of those state agencies.

III. Ohio Controlling Board Approval

This agreement is not effective unless and until approved by the State of Ohio Controlling Board pursuant to Section 3333.17 of the Ohio Revised Code.

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Gordon K. Davies, President  
Council on Postsecondary Education

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Roderick G.W. Chu, Chancellor  
Ohio Board of Regents

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
James C. Votruba  
Northern Kentucky University

\_\_\_\_\_  
Joseph A. Steger, President  
University of Cincinnati

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**KENTUCKY / OHIO RECIPROCITY AGREEMENT  
HEADCOUNT ENROLLMENT  
FALL 1996 - 2000**

**Appendix A-1**

<b>Ohio Students at Kentucky Institutions</b>			<b>Kentucky Students at Ohio Institutions</b>		
	<b><u>Institution</u></b>	<b><u>Enrollment</u></b>		<b><u>Institution</u></b>	<b><u>Enrollment</u></b>
<b>Fall 1996</b>	Northern Kentucky University	634		University of Cincinnati	268
				Cincinnati St Tech & Community College	376
				Southern State Community College	
	<b>Total</b>	<b>634</b>		<b>Total</b>	<b>644</b>
<b>Fall 1997</b>	Northern Kentucky University	632		University of Cincinnati	273
				Cincinnati St Tech & Community College	395
				Southern State Community College	
	<b>Total</b>	<b>632</b>		<b>Total</b>	<b>668</b>
<b>Fall 1998</b>	Northern Kentucky University	583		University of Cincinnati	265
				Cincinnati St Tech & Community College	414
				Southern State Community College	-
	<b>Total</b>	<b>583</b>		<b>Total</b>	<b>679</b>
<b>Fall 1999</b>	Northern Kentucky University	537		University of Cincinnati	272
				Cincinnati St Tech & Community College	423
				Southern State Community College	-
	<b>Total</b>	<b>537</b>		<b>Total</b>	<b>695</b>
<b>Fall 2000</b>	Northern Kentucky University	600		University of Cincinnati	234
				Cincinnati St Tech & Community College	421
				Southern State Community College	-
	<b>Total</b>	<b>600</b>		<b>Total</b>	<b>655</b>

## KENTUCKY STUDENTS ENROLLED UNDER THE KENTUCKY / OHIO RECIPROCITY AGREEMENT

## Appendix A-2

State: Ohio  
Term: Fall 2000

Ohio Institution/KY County	Undergraduate				Graduate				Total			
	Full-Time		Part-Time		Full-Time		Part-Time		Full-Time		Part-Time	
	Headcount	Student Credit Hours	Headcount	Student Credit Hours	Headcount	Student Credit Hours	Headcount	Student Credit Hours	Headcount	Student Credit Hours	Headcount	Student Credit Hours
<b>University of Cincinnati</b>												
Boone	12	181	14	67	18	251	2	15	30	432	16	82
Bracken	-	-	-	-	-	-	-	-	-	-	-	-
Campbell	10	143	11	72	18	261	24	94	28	404	35	166
Carroll	-	-	-	-	-	-	-	-	-	-	-	-
Gallatin	-	-	-	-	-	-	-	-	-	-	-	-
Grant	1	12	-	-	-	-	1	6	1	12	1	6
Kenton	28	410	18	107	54	808	21	47	82	1,218	39	154
Pendleton	1	13	-	-	-	-	1	1	1	13	1	1
<b>Total</b>	<b>52</b>	<b>759</b>	<b>43</b>	<b>246</b>	<b>90</b>	<b>1,320</b>	<b>49</b>	<b>163</b>	<b>142</b>	<b>2,079</b>	<b>92</b>	<b>409</b>
<b>Cincinnati State Technical and Community College</b>												
Boone	31	414	51	331	NA	NA	NA	NA	31	414	51	331
Bracken	1	12	-	-	NA	NA	NA	NA	1	12	-	-
Campbell	46	632	71	500	NA	NA	NA	NA	46	632	71	500
Carroll	-	-	1	6	NA	NA	NA	NA	-	-	1	6
Gallatin	-	-	2	13	NA	NA	NA	NA	-	-	2	13
Grant	5	75	6	37	NA	NA	NA	NA	5	75	6	37
Kenton	81	1,092	121	805	NA	NA	NA	NA	81	1,092	121	805
Pendleton	2	24	3	26	NA	NA	NA	NA	2	24	3	26
<b>Total</b>	<b>166</b>	<b>2,249</b>	<b>255</b>	<b>1,718</b>	-	-	-	-	<b>166</b>	<b>2,249</b>	<b>255</b>	<b>1,718</b>
<b>Southern State Community College</b>												
Boone	-	-	-	-	NA	NA	NA	NA	-	-	-	-
Bracken	-	-	-	-	NA	NA	NA	NA	-	-	-	-
Campbell	-	-	-	-	NA	NA	NA	NA	-	-	-	-
Carroll	-	-	-	-	NA	NA	NA	NA	-	-	-	-
Gallatin	-	-	-	-	NA	NA	NA	NA	-	-	-	-
Grant	-	-	-	-	NA	NA	NA	NA	-	-	-	-
Kenton	-	-	-	-	NA	NA	NA	NA	-	-	-	-
Pendleton	-	-	-	-	NA	NA	NA	NA	-	-	-	-
<b>Total</b>	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total</b>	<b>218</b>	<b>3,008</b>	<b>298</b>	<b>1,964</b>	<b>90</b>	<b>1,320</b>	<b>49</b>	<b>163</b>	<b>308</b>	<b>4,328</b>	<b>347</b>	<b>2,127</b>



## OHIO STUDENTS ENROLLED UNDER THE KENTUCKY / OHIO RECIPROCITY AGREEMENT

## Appendix A-2

State: Kentucky  
Term: Fall 2000

	Undergraduate				Graduate & First Professional				Total			
	Full-Time		Part-Time		Full-Time		Part-Time		Full-Time		Part-Time	
	Student Credit		Student Credit		Student Credit		Student Credit		Student Credit		Student Credit	
<u>KY Institution/Ohio County</u>	<u>Headcount</u>	<u>Hours</u>	<u>Headcount</u>	<u>Hours</u>	<u>Headcount</u>	<u>Hours</u>	<u>Headcount</u>	<u>Hours</u>	<u>Headcount</u>	<u>Hours</u>	<u>Headcount</u>	<u>Hours</u>
<b>Northern Kentucky University</b>												
Brown	23	324	8	61	1	9	1	3	24	333	9	64
Butler	4	54	7	53	1	18	7	39	5	72	14	92
Clermont	95	1,313	39	239	5	57	32	139	100	1,370	71	378
Hamilton	144	1,988	102	625	11	125	99	479	155	2,113	201	1,104
Warren	5	69	6	36	3	33	7	38	8	102	13	74
<b>Total</b>	<b>271</b>	<b>3,748</b>	<b>162</b>	<b>1,014</b>	<b>-</b>	<b>-</b>	<b>146</b>	<b>698</b>	<b>292</b>	<b>3,990</b>	<b>308</b>	<b>1,712</b>

**MEMORANDUM OF UNDERSTANDING  
BETWEEN INDIANA AND KENTUCKY  
REGARDING TUITION RECIPROCITY  
2001-2005**

**I. PARTIES**

For Indiana: Indiana Commission for Higher Education, University of Southern Indiana, ITSC Regions 11 (Madison/Lawrenceburg), 12 (Evansville/**Community College of Indiana**), and 13 (Sellersburg), Indiana University Southeast, and Purdue Statewide Technology

For Kentucky: Kentucky Council on Postsecondary Education, Henderson Community College, Owensboro Community College, **Owensboro Technical College**, Jefferson Community College, **Jefferson Technical College**, **Northern Kentucky Technical College**, University of Louisville, and Northern Kentucky University

**II. PURPOSE**

The states of Indiana and Kentucky desire to provide postsecondary opportunities for the residents of designated counties in both states. Under this agreement, eligible students from either state will be able to attend designated institutions in the other state while paying resident tuition rates. This agreement describes how both states will provide such opportunities.

**III. PERIOD COVERED BY AGREEMENT**

**July 1, 2001** – June 30, 2005

**IV. ELIGIBLE STUDENTS**

- A. To be eligible under the terms of this agreement, students must (1) be legal residents of one of the counties designated by both states as an eligible county, (2) be accepted by the eligible institution, and (3) enroll at that institution.
- B. Eligible students may enroll in any undergraduate or graduate degree program offered by the eligible institution except that eligible students in the southern Indiana and greater Louisville area may enroll only in selected programs at the University of Louisville and Indiana University Southeast. Dental, Medical, and Law programs are not included.
- C. Eligible students may enroll on a full-time or part-time basis.

- D. Eligible students shall be subject to the same general or selective program admission standards as resident students.
- E. Under this agreement, eligible students from one state will be assessed tuition and fees at resident student rates or at rates otherwise specified in this agreement by eligible institutions in the other state.

**V. TERMS OF AGREEMENT**

**A. The states of Indiana and Kentucky**

1. Agree that eligible counties shall consist of counties bordering the other state and lying wholly or in part within 30 miles of the county of the eligible institution except that additional counties may be identified elsewhere in the agreement. For the duration of this agreement, eligible counties shall consist of those counties listed in Appendix A.
2. Agree that the public postsecondary institutions that will participate in this agreement are those listed in Appendix A. Each state will publicize the other state's eligible institutions.
3. Agree to treat reciprocity students as resident students when determining appropriations for higher education.
4. Will encourage the University of Louisville and Indiana University Southeast to continue identifying and making available to eligible students selected programs as reciprocity programs. Programs mutually identified by the institutions will be reviewed for recognition by the Indiana Commission for Higher Education and the Kentucky Council on Postsecondary Education. It is the intention of all parties that by 2000-01 all undergraduate and graduate programs offered by the two institutions will be included in the reciprocity agreement.
5. Agree on special terms involving Northern Kentucky University as specified in Appendix B.
6. Will, in the event that this agreement is not renewed, allow enrolled reciprocity students to complete their degree programs with state support at reciprocal rates of tuition or at the then-current rate as otherwise specified in this agreement so long as they maintain continuous enrollment.
7. Will jointly monitor cross-border student flows under this agreement.
8. Will meet periodically to assess the progress of this agreement and to consider changes as might be appropriate.

**B. Each participating institution will**

1. Treat eligible students as resident students when assessing tuition and fees.
2. Treat eligible students as resident students for admission and placement purposes.
3. Treat eligible students as resident students with respect to registration, refunds, student records, and academic advising.
4. Report eligible student headcount, FTE, and credit hours each academic term to its state agency for higher education.
5. Report eligible students as separately identifiable out-of-state students when reporting enrollment data to its state agency for higher education.
6. Meet periodically with the appropriate state higher education agency to discuss the agreement and its impact, and to recommend changes as might be appropriate.
7. End other financial assistance to nonresident students who under this agreement are eligible students.

## **VI. RENEWAL OR TERMINATION OF AGREEMENT**

- A. This agreement will begin on **July 1, 2001**, and end on June 30, 2005.
- B. The renewal or termination of this reciprocity agreement, effective July 1, 2005, will be announced no later than July 1, 2004.
- C. Prior to July 1, 2004, this agreement may be terminated by any of the participating institutions, by the Indiana Commission for Higher Education, or by the Kentucky Council on Postsecondary Education, on June 30 of any year, provided that each of the parties to the agreement has received written notice of the intention to terminate by the preceding January 1.
- D. In the event of termination, all enrolled reciprocity students will be allowed to complete their degree programs with state support at reciprocal rates of tuition or at the then-current rate as otherwise specified in this agreement so long as they maintain continuous enrollment.

## Appendix A

## ELIGIBLE INSTITUTIONS AND COUNTIES

**Indiana Institutions and  
Kentucky Counties**

University of Southern Indiana  
(Evansville)

Daviess County  
Hancock County  
Henderson County  
Union County

Ivy Tech State College  
Region 12 (Evansville)  
**Community College of Indiana**

Daviess County  
Hancock County  
Henderson County  
Union County

Indiana University-Southeast  
including Purdue Statewide  
Technology

Bullitt County  
Jefferson County  
Oldham County

Ivy Tech State College  
Region 13 (Sellersburg)

Bullitt County  
Jefferson County  
Oldham County

Ivy Tech State College  
Region 11 (Madison)

Boone County  
Carroll County  
Gallatin County  
Trimble County

**Kentucky Institutions and  
Indiana Counties**

Henderson Community College

Perry County  
Posey County  
Spencer County  
Vanderburgh County  
Warrick County

Owensboro Community College

Perry County  
Posey County  
Spencer County  
Vanderburgh County  
Warrick County

**Owensboro Technical College**

**Perry County**  
**Posey County**  
**Spencer County**  
**Vanderburgh County**  
**Warrick County**

University of Louisville

Clark County  
Crawford County  
Floyd County  
Harrison County  
Scott County  
**Washington County**

Jefferson Community College

Clark County  
Crawford County  
Floyd County  
Harrison County  
Scott County  
**Washington County**

## **Attachment B**

### **Jefferson Technical College**

**Clark County**

**Crawford County**

**Floyd County**

**Harrison County**

**Scott County**

**Washington County**

### **Northern Kentucky Technical College**

**Dearborn County**

**Franklin County**

**Jefferson County**

**Ohio County**

**Ripley County**

**Switzerland County**

### **Northern Kentucky University**

**Dearborn County**

**Franklin County**

**Jefferson County**

**Ohio County**

**Ripley County**

**Switzerland County**

## **Appendix B**

### **NORTHERN KENTUCKY UNIVERSITY**

1. From 1997-98 through 2000-01, the State of Indiana will pay Northern Kentucky University \$280,000/year in partial reimbursement for the enrollment of students from eligible Indiana counties.
2. Beginning in 1997-98, Northern Kentucky University will admit all students from eligible Indiana counties who meet undergraduate and graduate admission requirements. The University will treat these students as reciprocity students in all respects except tuition charges.
3. From 1997-98 through 2001-02, Northern Kentucky University will reduce the tuition charged undergraduate and graduate students from eligible Indiana counties to these levels: 210% of resident rates in 1997-98, 195% of resident rates in 1998-99, 175% of resident rates in 1999-2000, 155% of resident rates in 2000-01, and 130% of resident rates in 2001-02.
4. Beginning in 2002-03, Northern Kentucky University will charge all students from eligible Indiana counties the same tuition as is charged Kentucky resident students.
5. Beginning in 2001-02, the State of Indiana will reduce its payment to Northern Kentucky to these levels: \$240,000 in 2001-02, \$180,000 in 2002-03, \$100,000 in 2003-04, and \$0 in 2004-05 and subsequent years.
6. At such time as the Kentucky legislature begins to treat reciprocity students from Indiana as resident students when determining Northern Kentucky University's financial needs, the schedule for reducing State of Indiana payments to NKU will be reviewed for possible changes.

## VII. SIGNATURES

Stanley G. Jones  
Commissioner  
Indiana Commission for  
Higher Education

Date \_\_\_\_\_

Gordon K. Davies  
President  
Kentucky Council on  
Postsecondary Education

H. Ray Hoops  
President  
University of Southern Indiana

John W. Shumaker                      Date  
President  
University of Louisville

Gerald I. Lamkin  
President  
Ivy Tech State College

**Michael B. McCall**                      Date \_\_\_\_\_  
President  
**Kentucky Community and Technical**  
**College System**

Myles Brand  
President  
Indiana University

James C. Votruba  
President  
Northern Kentucky University

Martin C. Jischke  
President  
Purdue University



**KENTUCKY/INDIANA RECIPROCITY AGREEMENT  
HEADCOUNT ENROLLMENT  
FALL 1996 - 2000**

**Appendix B-1**

<b>Indiana Students at Kentucky Institutions</b>			<b>Kentucky Students at Indiana Institutions</b>		
	<b><u>Institution</u></b>	<b><u>Enrollment</u></b>		<b><u>Institution</u></b>	<b><u>Enrollment</u></b>
<b>Fall 1996</b>	University of Louisville	128		University of Southern Indiana	222
	Henderson Community College	60		Ivy Tech State College-Evansville	110
	Owensboro Community College	91		Indiana University - Southeast	61
	<b>Total</b>	<b>279</b>		<b>Total</b>	<b>393</b>
<b>Fall 1997</b>	University of Louisville	161		University of Southern Indiana	294
	Henderson Community College	47		Ivy Tech State College-Evansville	136
	Owensboro Community College	91		Ivy Tech State College-Sellersburg	93
	Jefferson Community College	14		Ivy Tech State College-Madison	44
	Northern Kentucky University	290		Indiana University - Southeast	165
	<b>Total</b>	<b>603</b>		<b>Total</b>	<b>732</b>
<b>Fall 1998</b>	University of Louisville	486		University of Southern Indiana	392
	Henderson Community College	40		Ivy Tech State College-Evansville	115
	Owensboro Community College	80		Ivy Tech State College-Sellersburg	170
	Jefferson Community College	89		Ivy Tech State College-Madison	44
	Northern Kentucky University	315		Indiana University - Southeast	486
	<b>Total</b>	<b>1,010</b>		<b>Total</b>	<b>1,207</b>
<b>Fall 1999</b>	University of Louisville	731		University of Southern Indiana	396
	Henderson Community College	39		Ivy Tech State College-Evansville	96
	Owensboro Community College	95		Ivy Tech State College-Sellersburg	195
	Jefferson Community College	63		Ivy Tech State College-Madison	58
	Northern Kentucky University	357		Indiana University - Southeast	780
	<b>Total</b>	<b>1,285</b>		<b>Total</b>	<b>1,525</b>
<b>Fall 2000</b>	University of Louisville	732		University of Southern Indiana	390
	Henderson Community College	56		Ivy Tech State College-Evansville	96
	Owensboro Community College	93		Ivy Tech State College-Sellersburg	249
	Jefferson Community College	49		Ivy Tech State College-Madison	73
	Northern Kentucky University	380		Indiana University - Southeast	1,073
	Owensboro Technical College	23			
	Jefferson Technical College	68			
	<b>Total</b>	<b>1,401</b>		<b>Total</b>	<b>1,881</b>

KENTUCKY STUDENTS ENROLLED UNDER THE KENTUCKY / INDIANA RECIPROCITY AGREEMENT

Appendix B-2

State: Indiana  
Term: Fall 2000

IN Institution/ KY County	Undergraduate				Graduate				Total			
	Full-Time		Part-Time		Full-Time		Part-Time		Full-Time		Part-Time	
	Headcount	Student Credit Hours	Headcount	Student Credit Hours	Headcount	Student Credit Hours	Headcount	Student Credit Hours	Headcount	Student Credit Hours	Headcount	Student Credit Hours
<b>University of Southern Indiana</b>												
Daviess	50	700	16	102	4	42	4	21	54	742	20	123
Hancock	14	210	2	17	-	-	-	-	14	210	2	17
Henderson	155	2,210	68	416	3	39	19	78	158	2,249	87	494
Union	36	529	14	93	3	30	2	9	39	559	16	102
<b>Total</b>	<b>255</b>	<b>3,649</b>	<b>100</b>	<b>628</b>	<b>10</b>	<b>111</b>	<b>25</b>	<b>108</b>	<b>265</b>	<b>3,760</b>	<b>125</b>	<b>736</b>
<b>Ivy Tech State College - Evansville</b>												
Daviess	5	65	26	198	NA	NA	NA	NA	5	65	26	198
Hancock	2	24	2	6	NA	NA	NA	NA	2	24	2	6
Henderson	20	256	36	220	NA	NA	NA	NA	20	256	36	220
Union	-	-	5	32	NA	NA	NA	NA	-	-	5	32
<b>Total</b>	<b>27</b>	<b>345</b>	<b>69</b>	<b>456</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>	<b>27</b>	<b>345</b>	<b>69</b>	<b>456</b>
<b>Ivy Tech State College - Sellersburg</b>												
Bullitt	5	65	11	43	NA	NA	NA	NA	5	65	11	43
Jefferson	28	362	182	767	NA	NA	NA	NA	28	362	182	767
Oldham	7	88	16	61	NA	NA	NA	NA	7	88	16	61
<b>Total</b>	<b>40</b>	<b>515</b>	<b>209</b>	<b>871</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>	<b>40</b>	<b>515</b>	<b>209</b>	<b>871</b>
<b>Ivy Tech State College - Madison</b>												
Boone	-	-	1	8	NA	NA	NA	NA	-	-	1	8
Carroll	6	75	17	91	NA	NA	NA	NA	6	75	17	91
Gallatin	1	12	-	-	NA	NA	NA	NA	1	12	-	-
Trimble	18	240	30	137	NA	NA	NA	NA	18	240	30	137
<b>Total</b>	<b>25</b>	<b>327</b>	<b>48</b>	<b>236</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>	<b>25</b>	<b>327</b>	<b>48</b>	<b>236</b>
<b>Indiana University - Southeast</b>												
Bullitt	16	209	16	65	-	-	14	56	16	209	30	121
Jefferson	342	4,533	367	1,990	2	25	240	998	344	4,558	607	2,988
Oldham	24	308	24	138	-	-	28	105	24	308	52	243
<b>Total</b>	<b>382</b>	<b>5,050</b>	<b>407</b>	<b>2,193</b>	<b>2</b>	<b>25</b>	<b>282</b>	<b>1,159</b>	<b>384</b>	<b>5,075</b>	<b>689</b>	<b>3,352</b>
<b>Total</b>	<b>729</b>	<b>9,886</b>	<b>833</b>	<b>4,384</b>	<b>12</b>	<b>136</b>	<b>307</b>	<b>1,267</b>	<b>741</b>	<b>10,022</b>	<b>1,140</b>	<b>5,651</b>

## INDIANA STUDENTS ENROLLED UNDER THE KENTUCKY / INDIANA RECIPROCITY AGREEMENT

## Appendix B-2

State: Kentucky

Term: Fall 2000

KY Institution/IN County	Undergraduate				Graduate				Total			
	Full-Time		Part-Time		Full-Time		Part-Time		Full-Time		Part-Time	
	Headcount	Student Credit Hours	Headcount	Student Credit Hours	Headcount	Student Credit Hours	Headcount	Student Credit Hours	Headcount	Student Credit Hours	Headcount	Student Credit Hours
<b>University of Louisville</b>												
Clark	179	2,478	74	471	24	263	25	94	203	2,741	99	565
Crawford	14	192	5	29	-	-	1	3	14	192	6	32
Floyd	167	2,324	59	357	23	288	29	114	190	2,612	88	471
Harrison	87	1,223	14	80	2	26	2	12	89	1,249	16	92
Scott	16	215	8	58	1	18	2	9	17	233	10	67
<b>Total</b>	<b>463</b>	<b>6,432</b>	<b>160</b>	<b>995</b>	<b>50</b>	<b>595</b>	<b>59</b>	<b>232</b>	<b>513</b>	<b>7,027</b>	<b>219</b>	<b>1,227</b>
<b>Henderson Community College</b>												
Perry	1	16	1	7	NA	NA	NA	NA	1	16	1	7
Posey	1	12	-	-	NA	NA	NA	NA	1	12	-	-
Vanderburgh	13	166	28	125	NA	NA	NA	NA	13	166	28	125
Warrick	5	62	7	44	NA	NA	NA	NA	5	62	7	44
Spencer	-	-	-	-	NA	NA	NA	NA	-	-	-	-
<b>Total</b>	<b>20</b>	<b>256</b>	<b>36</b>	<b>176</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>	<b>20</b>	<b>256</b>	<b>36</b>	<b>176</b>
<b>Owensboro Community College</b>												
Perry	31	411	16	107	NA	NA	NA	NA	31	411	16	107
Posey	-	-	-	-	NA	NA	NA	NA	-	-	-	-
Vanderburgh	2	24	-	-	NA	NA	NA	NA	2	24	-	-
Warrick	1	15	1	1	NA	NA	NA	NA	1	15	1	1
Spencer	24	331	18	112	NA	NA	NA	NA	24	331	18	112
<b>Total</b>	<b>58</b>	<b>781</b>	<b>35</b>	<b>220</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>	<b>58</b>	<b>781</b>	<b>35</b>	<b>220</b>
<b>Jefferson Community College</b>												
Clark	3	39	17	88	NA	NA	NA	NA	3	39	17	88
Crawford	-	-	1	3	NA	NA	NA	NA	-	-	1	3
Floyd	3	37	22	119	NA	NA	NA	NA	3	37	22	119
Harrison	-	-	2	15	NA	NA	NA	NA	-	-	2	15
Jefferson	-	-	1	6	NA	NA	NA	NA	-	-	1	6
Scott	-	-	-	-	NA	NA	NA	NA	-	-	-	-
<b>Total</b>	<b>6</b>	<b>76</b>	<b>43</b>	<b>231</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>	<b>6</b>	<b>76</b>	<b>43</b>	<b>231</b>
<b>Owensboro Technical College</b>												
Perry	3	58	7	43	NA	NA	NA	NA	3	58	7	43
Posey	-	-	-	-	NA	NA	NA	NA	-	-	-	-
Vanderburgh	-	-	2	6	NA	NA	NA	NA	-	-	2	6
Warrick	-	-	-	-	NA	NA	NA	NA	-	-	-	-
Spencer	4	62	7	69	NA	NA	NA	NA	4	62	7	69
<b>Total</b>	<b>7</b>	<b>120</b>	<b>16</b>	<b>118</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>	<b>7</b>	<b>120</b>	<b>16</b>	<b>118</b>

## INDIANA STUDENTS ENROLLED UNDER A RECIPROCITY AGREEMENT

State: Kentucky

Term: Fall 2000

<u>KY Institution/IN County</u>	<u>Undergraduate</u>				<u>Graduate</u>				<u>Total</u>			
	<u>Full-Time</u>		<u>Part-Time</u>		<u>Full-Time</u>		<u>Part-Time</u>		<u>Full-Time</u>		<u>Part-Time</u>	
	<u>Student</u>		<u>Student</u>		<u>Student</u>		<u>Student</u>		<u>Student</u>		<u>Student</u>	
	<u>Headcount</u>	<u>Credit</u>	<u>Headcount</u>	<u>Credit</u>	<u>Headcount</u>	<u>Credit</u>	<u>Headcount</u>	<u>Credit</u>	<u>Headcount</u>	<u>Credit</u>	<u>Headcount</u>	<u>Credit</u>
	<u>Hours</u>		<u>Hours</u>		<u>Hours</u>		<u>Hours</u>		<u>Hours</u>		<u>Hours</u>	
<b>Jefferson Technical College</b>												
Clark	12	183	17	101	NA	NA	NA	NA	12	183	17	101
Crawford	-	-	-	-	NA	NA	NA	NA	-	-	-	-
Floyd	6	92	21	122	NA	NA	NA	NA	6	92	21	122
Harrison	3	47	5	22	NA	NA	NA	NA	3	47	5	22
Jefferson	-	-	2	13	NA	NA	NA	NA	-	-	2	13
Scott	1	14	1	7	NA	NA	NA	NA	1	14	1	7
<b>Total</b>	<b>22</b>	<b>336</b>	<b>46</b>	<b>265</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>	<b>22</b>	<b>336</b>	<b>46</b>	<b>265</b>
<b>Northern Kentucky University</b>												
Dearborn	226	3,163	43	276	-	-	6	28	226	3,163	49	304
Franklin	20	271	3	18	-	-	-	-	20	271	3	18
Jefferson	4	73	-	-	-	-	-	-	4	73	-	-
Ohio	14	202	3	16	-	-	-	-	14	202	3	16
Ripley	42	575	8	69	1	11	-	-	43	586	8	69
Switzerland	9	127	1	6	-	-	-	-	9	127	1	6
<b>Total</b>	<b>315</b>	<b>4,411</b>	<b>58</b>	<b>385</b>	<b>1</b>	<b>11</b>	<b>6</b>	<b>28</b>	<b>316</b>	<b>4,422</b>	<b>64</b>	<b>413</b>
<b>Total</b>	<b>891</b>	<b>12,412</b>	<b>394</b>	<b>2,390</b>	<b>51</b>	<b>606</b>	<b>65</b>	<b>260</b>	<b>942</b>	<b>13,018</b>	<b>459</b>	<b>2,650</b>